

**MEMORANDUM OF AGREEMENT BETWEEN STATE OF KANSAS
DEPARTMENT OF CORRECTIONS [KDOC]
AND SOUTHEAST KANSAS EDUCATION SERVICE CENTER LOCAL #609
(GREENBUSH)
AMENDMENT #26 to CONTRACT #03094**

This Memorandum of Agreement (Agreement) is made by and between the Kansas Department of Corrections (KDOC) and Southeast Kansas Education Service Center Local #609 (GREENBUSH), for educational, vocational and job readiness services as outlined in this agreement.

WHEREAS the KDOC is actively engaged in recidivism reduction, by delivering evidence-based programs, interventions and services, including education, vocational training and job readiness services;

WHEREAS GREENBUSH has experience and expertise in delivering education, vocational training and job readiness services to adult offenders in a correctional facility setting; and has staff with proper certification and training to deliver such services;

NOW THEREFORE the parties agree to the following:

1. In consideration for the services provided by GREENBUSH, total compensation for the period of twelve (12) months beginning July 1, 2013 and ending June 30, 2014 shall not exceed \$1,457,354 from State General Funds as appropriated from the Legislature plus any federal funds that may be allocated to the KDOC by the Kansas Department of Education.
 - a. This amount shall be paid in monthly payments not to exceed \$121,446 per month, upon submission of invoices by GREENBUSH to the KDOC, which details expenses. GREENBUSH shall not bill the KDOC in excess of its actual expenses, and shall not bill for administrative fees in excess of 5.515%, or a total of \$76,178 during

the life of this contract. GREENBUSH agrees to furnish documentation of expenditures incurred if requested by the KDOC. If GREENBUSH fails to comply with the terms and conditions of this Agreement, the KDOC shall withhold payment until such conditions are met.

2. GREENBUSH will provide the education, vocational training and job readiness services set out at **Attachment A**. To the extent that is within Greenbush's control, Greenbush will enroll the target number of offenders at a minimum, and reach the target percentage of successful completions at a minimum, that are reflected at Attachment A.
3. To support delivery of these services, GREENBUSH agrees to,
 - a. Participate in quarterly strategic planning meetings, as needed, with KDOC designated staff in the Central Office, to address progress, barriers, solutions, and other issues related to policies, practices and procedures that impact the delivery of the services under this Agreement.
 - b. Participate in monthly strategic planning meetings, as needed, with designated facility staff at each site where services are delivered, and on an ongoing basis address policies, practices and procedures, to ensure any barriers to effective delivery of the services under this Agreement.
 - c. Participate in multi-discipline staffing of individual cases in the facilities, as needed, to address barriers to individual offenders successfully completing the services under this Agreement.

- d. Ensure GREENBUSH staff delivering services under this agreement is familiar with the principles of motivational interviewing and effective correctional practices, and use these principles to engage offenders to increase successful completions and positive impact of the services, including by modeling and reinforcing pro-social thinking and decisions by offenders.
- e. Ensure vocational training provided in the facilities is market-relevant and tied to employability, including by,
 - (a) Conferring with workforce and Commerce staff to determine market-relevance;
 - (b) Conferring with Kansas employers to ensure the content of the curriculum is meeting the employers' needs;
 - (c) Exposing offenders enrolled in vocational training to Kansas employers to increase opportunities for employability;
 - (d) Including in the vocational training classes information about employability, and using cognitive interventions to increase motivation, providing pro-social modeling and coaching;
 - (e) Communicating with employers and workforce centers about the skills learned by offenders in the vocational training classes, in general, and in specific cases, to help the offender's chances of employment;
 - (f) Using available and relevant skills/interests assessments and information from those assessments to make placements in the classes;

- (g) Conferring with facility unit team staff to address motivation and performance issues, to enhance performance, learning, progress and use of the information learned for success.
- f. Participate in data collection and evaluation with the KDOC and its researcher/evaluator as necessary to evaluate the processes and impact of the services provided through this Agreement.
- g. Maintain adequate staffing levels to deliver the services under this Agreement, and provide all necessary administrative, instructional and support staff for the effective delivery of services under this agreement.
 - (a) Require all staff to have the necessary education, experience and credentials necessary for delivery of services under this Agreement.
 - 1. GREENBUSH shall have the discretion to employ or contract with a person or organization for GED tutoring services without requiring a teaching certificate; before doing so, the proposed hiring or partnership shall be submitted to and approved by KDOC, and shall in the proposal illustrate why the proposed person or organization has the skills and ability to provide the services needed without requiring the certification.
 - (b) Require all staff to pass a background check regarding criminal history before entering any correctional facility.

- (c) Require all staff to complete facility training and orientation, including basic training as a new employee and annual training on an ongoing basis, as directed by the facility.
 - (d) Require all staff to comply with all rules, regulations and policies of the KDOC, and to acknowledge this requirement in writing as part of training and orientation.
- h. Work with facility staff at each site where services are delivered under this Agreement to establish a referral process for offenders receiving services under this Agreement.
- i. Make quarterly reports of staffing, progress, and system issues, by emailing the report to JohnG@doc.ks.gov, PatB@doc.ks.gov and MargieP@doc.ks.gov.
- j. Establish, operate and maintain a separate and independent comprehensive special education services program for all offenders in need of special education services. The special education program shall identify inmates with special learning needs and provide appropriate special education services to assist these inmates in meeting the completion requirements of the education and vocational programs provided by the KDOC. GREENBUSH shall maintain compliance with all relevant state and federal laws, regulations or standards which mandate the availability or govern the delivery of services to offenders with special education needs, including screening, evaluation, assessment of learning needs, individual programming with appropriate design and delivery, for inmates who

are developmentally or learning disabled, hearing impaired, language impaired, speech impaired, physically or other health impaired, hearing or visually impaired. GREENBUSH shall use a variety of delivery models approved by the Kansas State Board of Education, including but not limited to pull out, resource room, consulting teacher, itinerant teacher models, or any combination, to ensure separate and independent special education services are available to all education sites as appropriate. GREENBUSH shall adhere to class size and caseload specifications for program areas for special education as defined by the Kansas State Board of Education. GREENBUSH shall remain current from literature, research, conferences, and other sources, on effective special education strategies, and policies, rules, regulations and laws regarding special education, and use the most effective and current strategies known to provide special education services and comply with all applicable laws, rules and regulations in the delivery of such services.

- k. Process, administer, update, sustain and maintain application for Title I compensatory education services funds, which represent federal funds available through the Kansas Department of Education, and account to KDOC with respect to acquisition and expenditure of all such funds for FY 2013 and said funds shall be accounted for in the amount KDOC agrees to pay under this Agreement at paragraph 1 above, not added thereto.

- l. Provide GED testing at the correctional facilities where services are delivered consistent with all federal and state laws, rules, regulations and procedures.
- m. Use technology to maximize and enhance the delivery of services under this Agreement.
- n. Provide services throughout the twelve (12) months of this Agreement, with Vocational and GED staff present on site for 188 days and Special Education staff present on site for 212 days, not including state holidays or other days designated by the Governor as days on which state offices are closed. GREENBUSH shall have discretion to structure the schedules of staff, dividing time between classroom work and in-service/administrative work as deemed necessary, provided it does not prohibit meeting the targets in terms of number enrolled as reflected in Attachment A.
 - (a) Classes may recess for holiday break at the close of the day on December 22, 2013, and shall resume on the start of the on January 2, 2014.
- o. Maintain daily attendance records for all classes offered as part of the delivery of services under this Agreement.
- p. Conduct such evaluation of educational programs as is required by law or industry standard, at GREENBUSH's expense, as required for accreditation; and maintain accreditation as necessary for delivery of services under this Agreement.

- q. Allow on site reviews of the delivery of services at all locations by KDOC, at any time facility or Central Office staff desire.
- r. Maintain all curricula used in the delivery of services under this Agreement, available for inspection upon request; update such curricula as necessary to ensure information and material is current and relevant.
- s. Maintain an adequate inventory of instructional material, supplies and equipment for the delivery of services under this Agreement.
 - (a) All equipment, material and supplies shall remain the property of KDOC if purchased for the delivery of services under this Agreement, and shall remain at the site of the services should this contract be terminated by either party.
 - (b) GREENBUSH shall maintain an inventory of all equipment purchased or provided for delivery of services under this Agreement, and provide KDOC with a quarterly inventory of equipment.
 - (c) Any property of GREENBUSH which is located at the correctional facilities and used for delivery of services under this Agreement shall be given reasonable care and attention to provide for its safety from loss or damage when GREENBUSH staff are absent from the premises. KDOC shall not be held liable for any loss of or damage to such property. If GREENBUSH discovers the loss or disappearance of any such property, GREENBUSH shall

promptly notify KDOC, and KDOC shall take reasonable steps to locate and return the property to GREENBUSH, if possible, thereby avoiding further damage or loss. KDOC will release to GREENBUSH any property owned by GREENBUSH if this contract is terminated.

4. KDOC agrees to support GREENBUSH's work in delivering the services under this Agreement by,
 - a. Running monthly and annual reports of offenders enrolled and completing the services under this Agreement, reflecting whether the completion was successful or unsuccessful, and making this information available to GREENBUSH;
 - b. Facility staff at each site where services are delivered, working with GREENBUSH staff to establish a referral process for offenders to be enrolled in the services under this Agreement;
 - c. Reviewing policies, practices and procedures to ensure barriers to effective delivery of services under this Agreement are addressed;
 - d. Collaborating with the Kansas Department of Labor to collect employment and wage data on offenders who have completed GREENBUSH services, to determine impact of educational and job readiness services on employment and wages; and to review recidivism data on these same offenders to determine if these services, employment and wages, in total, impact recidivism.
 - e. Providing adequate space for the services to be delivered at each site.

- f. Working with GREENBUSH to address Internet access and other technology issues to enhance delivery of services under this Agreement.
- g. Providing GREENBUSH access to electronic records and hard copy files, records, data and information about inmates served, as necessary for GREENBUSH staff to effectively deliver services under this Agreement.
 - (a) GREENBUSH staff shall be bound by all rules of confidentiality that apply to KDOC regarding all such information.
 - (b) Information received regarding inmates shall be used strictly and only for purpose of delivery of services under this Agreement.
 - (c) GREENBUSH staff shall acknowledge all rules of confidentiality that apply in writing prior to being given access to such information.
- h. Collaborating with GREENBUSH directly or through its partners in the development of curricula or other components of the services to be delivered under this Agreement.
- i. Provide the level of security as determined by the Warden of each correctional facility to be appropriate for programs areas where the services delivered under this Agreement are provided.
- j. If and as agreed to by the facility Warden, provide a DOC staff member at each site offering voluntary GED programming to be

trained to, and to conduct, Official Practice Testing sessions for students in these programs wishing to take the series of final GED tests supervised by Greenbush staff.

5. GREENBUSH agrees that during the course of this agreement it will at all times maintain professional liability insurance in keeping with industry standards for assessment and care coordination providers in Kansas, and will provide a certificate of insurance upon execution of this agreement.
6. GREENBUSH shall be responsible for all administrative and other costs associated with delivering the services outlined in this agreement, including salary, benefits, office space, office supplies, office equipment, supervision, long distance costs, faxing costs, copying costs, travel, training, professional licensing, mileage, per diem, substance abuse assessments, cell phone/service, or any other costs incurred in delivering the services herein, from within the \$1,457,354 from State General Funds as appropriated from the Legislature and any federal funds that may be allocated to the KDOC by the Kansas Department of Education. The KDOC shall not be responsible for any other payment for the services beyond the \$1,457,354 from State General Funds as appropriated from the Legislature and any federal funds that may be allocated to the KDOC by the Kansas Department of Education indicated in this agreement.
7. The contact persons for informal resolution of questions about this agreement are:
 - a. GREENBUSH:
Ralph Beacham, Associate Executive Director
Southeast Kansas Education Service Center (Greenbush)
PO Box 189

Girard, Kansas 66743
Ralph.beacham@greenbush.org

b. KDOC:

Patricia Berry, Programs/Contract Manager
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, KS 66612-1284
Patb@doc.ks.gov.

8. All formal contract notifications and communications, whether notices of termination or for any other purpose under this agreement, may be accomplished by use of registered mail, return receipt requested, commercial courier service, or personal delivery directed to the following designated individuals:

a. GREENBUSH:

Ralph Beacham, Associate Executive Director
Southeast Kansas Education Service Center (Greenbush)
PO Box 189
Girard, Kansas 66743
Ralph.beacham@greenbush.org

b. KDOC:

Ray Roberts, Secretary of Corrections
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, Kansas 66612-1284

With a copy to:

Linden Appel, Chief Legal Counsel
900 S.W. Jackson, 4th Floor
Topeka, Kansas 66612-1284
Lindena@doc.ks.gov

9. The term of this agreement shall commence on July 1, 2013 and terminate on June 30, 2014. This agreement may be terminated by either party upon a minimum of thirty (30) days written notice of such termination provided to the other party. Notice by e-mail shall suffice as written notification. Notice of termination shall be considered effective upon the date of receipt

of notice by the other party. GREENBUSH shall be paid for all services rendered up to and including the termination date. This agreement may be renewed by written addendum for succeeding one-year terms, subject to availability of necessary funding and mutual agreement of the parties.

10. This agreement may only be amended by written addendum executed by KDOC and GREENBUSH.
11. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this agreement. The parties do not intend that any person other than the State of Kansas be or become a third party beneficiary to this contract.
12. KDOC neither assumes nor accepts any liability for the acts or failure to act, professionally or otherwise, of GREENBUSH or its agents or employees. GREENBUSH shall indemnify, keep, save, and hold harmless KDOC and the State of Kansas from any and all claims, demands, causes of action, damages, or liability arising from or out of any allegation of any kind or character arising out of a claim of intentional acts, actual negligence, or malpractice on the part of GREENBUSH or its agents, employees or representatives. This indemnification shall include but is not limited to costs, expenses, attorney fees, damages, awards or other expenditures necessitated by any such claim or litigation.
13. At all times during its performance hereunder, GREENBUSH shall be an independent contractor and shall not become or be deemed an agent, servant, or employee of the State of Kansas. GREENBUSH acknowledges that any individuals supplied hereunder to provide the

services required of it shall be employees of GREENBUSH. GREENBUSH shall be responsible for all FICA, federal and state withholding taxes, workers' compensation coverage, and any and all other employment benefits due its employees.

14. GREENBUSH agrees to comply with all applicable federal, state and local laws, rules and regulations and ordinances; and all provisions required thereby to be include herein, are hereby incorporated by reference. GREENBUSH agrees to indemnify and hold KDOC harmless from any loss, damage, or liability resulting from the violation on the part of GREENBUSH of any such laws, rules, regulations or ordinances.
15. Neither party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101, et seq. to any records, documents or other information -- confidential or otherwise -- regarding or relating to the execution and/or performance of this agreement.
16. The parties enter into the agreement in good faith and in the belief that this agreement, and actions pursuant to this agreement, are in accordance with appropriate State or Federal laws and regulations. In performing the terms and condition of this Agreement, each party agrees to cooperate with the other to the fullest extent.
17. The provisions found in the Contractual Provisions Attachment (Form DA-146a), **Attachment B**, are hereby incorporated in this agreement and made part hereof. Should any of the provisions of this agreement conflict

with any provisions of the Contractual Provisions Attachment, the provisions set forth in the Contractual Provision Attachment shall control.

18. GREENBUSH covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. GREENBUSH further covenants that in the performance of this contract no person having such interest shall be employed or provided hereunder. GREENBUSH, its agents and employees agree to comply with K.S.A. 46-214a *et seq.* and amendments thereto, which govern conflicts of interest of persons who do business with the State of Kansas, and GREENBUSH represents that the provisions of those statutes have not and will not be violated by this contract or GREENBUSH's performance hereunder.
19. This Agreement and the covenants contained herein shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto and may not be assigned by either party hereto without the prior written consent of the other party. Any attempt to assign this contract in violation of this paragraph is void and of no effect.
20. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
21. Should any dispute arise with respect to this Agreement, GREENBUSH and KOC agree to act immediately to resolve the dispute. GREENBUSH

agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Agreement of all non-disputed work; any additional costs incurred by GREENBUSH or KDOC as a result of such failure to proceed shall be borne by GREENBUSH and GREENBUSH shall make no claim against KDOC for such costs. GREENBUSH agrees it shall pursue all disputes through administrative avenues of KDOC before taking any action outside of KDOC with respect to the dispute.

22. In the event of any breach of this Agreement, or any provision thereof, the failure of either party to exercise any of its rights or remedies under this Agreement shall not be construed as a waiver of any such provision of the Agreement breached or as acquiescence in the breach. The remedies herein shall be cumulative and additional to any other remedies at law.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above:

Kansas Department of Corrections

By: 

Ray Roberts, Secretary

Date: 7-16-13

Southeast Kansas Education Service
Center, Inter-local #609 (Greenbush)

By: 

Judy Lair, President

SEKESC Board of Education

Date: 6-26-13

Attachment A

GREENBUSH – FISCAL YEAR 2014

PROGRAM	Target to Enroll Annually Based on Program Length & Schedule	Required % of Successful Completers
RDU Assessments - EDCF & TCF	Assess all incoming offenders with TABE, GAMA IQ and ONET; enter results in OMIS; make recommendations for Special Education needs of offenders.	
EDCF GED Preparation	30	75%
EDCF GED Preparation - Segregation	20	50%
EDCF Masonry/NCCER	24	75%
EDCF Manufacturing Skills Certification	20	75%
EDCF NCCER Basic	20	75%
EDCF Ks. WorkReady Certificate	40	75%
HCF GED Preparation	120	75%
HCF Title I	All meeting criteria served	75%
HCF Special Education (back up location to LCF)	As needed if a male offender needs special education services and cannot be housed at LCF	
HCF Construction Woodworking/NCCER	24	75%
HCF Manufacturing Skills Certification	40	75%
HCF NCCER Basic	40	75%
HCF Electrical/NCCER	12	75%
HCF Plumbing/NCCER	24	75%
HCF HVAC/NCCER	12	75%
HCF Kansas WorkReady Certificate	90	75%
LCF GED Preparation	90	75%
LCF Special Education (location to serve all male offenders)	All meeting criteria served	50%
LCF Welding (NCCER certification)	12	75%
LCF Manufacturing Skills Certification	24	75%
LCF NCCER Basic	24	75%
LCF Kansas WorkReady Certificate	48	75%
NCF Manufacturing Skills Certificate	60	75%

NCF NCCER Core	60	75%
NCF Kansas WorkReady Certificate	60	75%
TCF GED Preparation	64	75%
TCF Special Education	All meeting criteria served	50%
TCF Microsoft Office Training	48	75%
TCF Kansas WorkReady Certificate	40	75%
WCF GED Preparation	50	75%
WCF Kansas WorkReady Certificate	40	75%

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Attachment B

State of Kansas
Department of Administration
DA-146a (Rev. 6-12-KDOC)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2013.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due to Lack of Funding Appropriation or Budget Rescission or Allotment:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. If, in the judgment of the Secretary of the state agency party, as a result of a budget rescission ordered by the Governor, or a budget allotment ordered by the Secretary of Administration, insufficient funds remain to support the function performed in this agreement and for payment of charges hereunder, State may terminate this agreement upon giving 30 days' written notice. In the event of termination due to any circumstance set forth above, Contractor shall have the right to take possession of any equipment provided State under the contract, upon the effective date of termination. State will pay to the contractor all regular contractual payments incurred up to the effective date of termination, plus contractual charges, if any, incidental to the return of any such equipment. Upon termination of the agreement by the State, title to any such equipment shall revert to the contractor upon the effective date of termination. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of

Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement

PREA CONTRACT AMENDMENT/ADDENDUM

Contractor shall at all times comply with the National Standards promulgated under the Prison Rape Elimination Act (42 U.S.C. §15601, et seq.), which are found at 28 CFR 115.5 to 115.93, inclusive, and the provisions of KDOC Internal Management Policy and Procedure (IMPP) 10-103, in regard to any of its employees who have or may reasonably be expected to have contact with inmates in delivering services and/or goods pursuant to this agreement.

In particular, Contractor shall:

- (1) perform criminal background records checks as described in 28 CFR 115.17 prior to hiring any such employee, and during the employee's tenure with Contractor at the intervals set forth therein, and shall also inquire of prospective hires and employees considered for promotion as to their involvement in any prior events involving sexual misconduct set forth at subsection (a) thereof;
- (2) promptly make its employees available for orientation and periodic training provided by KDOC in regard to the obligations and requirements imposed by said Act and National Standards, as required by 28 CFR 115.32 and IMPP 10-103, Sec. III;
- (3) promptly make available upon request to KDOC in any sexual abuse incident review conducted pursuant to 28 CFR 115.86 in which any of Contractor's employees is involved as the target of the investigation and review, or a witness thereto, any of its employees for interview by the Sexual Abuse Incident Review Board, as well as any pertinent records regarding the incident in question; and
- (4) promptly make available upon request any records necessary for KDOC to meet the requirements for data collection, review for corrective action, and audits, as set forth at 28 CFR 115.87, 115.88, 115.93.

Contractor further acknowledges that KDOC must bar any contract employee found to have engaged in sexual abuse from its facilities' premises, as well as report any such employee to law enforcement agencies and relevant licensing bodies, and that KDOC otherwise must take appropriate remedial measures in response to any violation of its sexual abuse or sexual harassment policies, as set forth at 28 CFR 115.77. Contractor further acknowledges and agrees that KDOC, in its sole discretion, may bar any contract employee under investigation for alleged sexual abuse or sexual harassment during the investigation